Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Build-A-Bear Workshop, Inc.		11/23/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Build-A-Bear Retail Management, Inc.	
Street Address:	1954 Innerbelt Business Center Drive	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63114-5760	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76333920	BUILD-A-PAGE

CORRESPONDENCE DATA

Fax Number: (314)423-8188

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: lynnh@buildabear.com

Correspondent Name: Carolyn Hacker

Address Line 1: 1954 Innerbelt Business Center Drive
Address Line 4: St. Louis, MISSOURI 63114-5760

ATTORNEY DOCKET NUMBER:	713940.02543
NAME OF SUBMITTER:	Carolyn Hacker
Signature: /carolyn hacker/	
Date:	04/25/2006

Total Attachments: 1

TRADEMARK REEL: 003296 FRAME: 0905

900047451

source=BABR Assignment#page1.tif

TRADEMARK
REEL: 003296 FRAME: 0906

ASSIGNMENT

For ONE DOLLAR (\$1.00), the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Build-A-Bear Workshop, Inc., a Delaware corporation, with principal place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114, ("ASSIGNOR") as follows contracts and agrees with Build-A-Bear Retail Management, Inc., a Delaware corporation with principal place of business at 1954 Innerbelt Business Center Drive, St. Louis, Missouri 63114 ("ASSIGNEE").

- 1. ASSIGNOR hereby assigns, transfers, and conveys to ASSIGNEE: A) all its rights in the United States and Canada to the trademarks, service marks, copyrighted works, patents, trade names, trade secrets, know-how, trade dress, rights of publicity, domain names and other intellectual property including but not limited to rights identified on Schedule A, hereto, and any other intellectual property of ASSIGNOR in the United States and Canada (whether trademark, service mark, copyright, patent or otherwise), including goodwill of the business associated with the rights conveyed and the right to sue for past infringement but excluding any rights held by Assignor as licensee of other parties and rights licensed to other parties by Assignor (to the extent such licenses do not allow for the assignment of such rights thereunder without approval); B) all its rights worldwide in any know-how, consisting of unregistered inventions, technology, improvements, ideas, trade secrets, confidential information, and expertise (and excepting pending applications).
- 2. ASSIGNOR is not prohibited from assigning, transferring, and conveying the rights granted by this Agreement.
- 3. This Agreement shall imure to the benefit of, and be binding upon, the parties, their successors and assigns.
- 4. This Agreement shall not be modified, amended or altered in any manner except by written agreement of the parties.
 - 5. This Agreement is effective, as of the 23rd day of November, 2003.

3		
BUILD-A-BEAR WORKSHOP, INC.	BUILD-A-BEAR RETAIL MANAGEMENT, INC	
May Clar	mine dar	
Signature Maxine Clark	Signature Maxine Clart	
Printed Name Executive Bear	Printed Napre Executive Prav	
Title	Title	

TRADEMARK
RECORDED: 04/25/2006 REEL: 003296 FRAME: 0907